

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: December 17, 2003

Agenda Item No. _____

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: _____ | <input checked="" type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
|---|--|

SUBJECT: Interlocal Agreement with the Solid Waste Authority

RECOMMENDED MOTION/ACTION: The Town Commission make a motion to adopt and authorize the Mayor to sign the Interlocal Agreement with the Solid Waste Authority for Municipal Recycling

Approved by Town Manager *[Signature]* Date: 12/10/03

Originating Department: 	Costs: \$ N/A Funding Source: Acct. #	Attachments: Agreement
Department Review: <input type="checkbox"/> City Attorney <input type="checkbox"/> Community Affairs <input type="checkbox"/> Community Development	<input type="checkbox"/> Finance <input type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> PBSO	<input type="checkbox"/> Personnel <input checked="" type="checkbox"/> Public Works <u>12/1/03</u> <input type="checkbox"/> Town Clerk <input type="checkbox"/> Town Manager
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u><i>[Signature]</i></u> : Please initial one.

Summary Explanation/Background: The current Interlocal Agreement has expired, along with the expiration the Agreement has been changed to reflect the removal of the Recycling Grant that is no longer available. Staff recommends approval of this Agreement.

RESOLUTION NO. 35-12-03

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT FOR MUNICIPAL RECYCLING AND GRANT MANAGEMENT BETWEEN THE TOWN OF LAKE PARK AND THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town and the Solid Waste Authority of Palm Beach County ("Authority") have agreed to jointly participate in providing Municipal Recycling and Grant Management and;

WHEREAS, the Town desires to work in cooperation with the Authority to continue a municipal recycling program toward achievement and maintenance of the State recycling goals and the requirements of Chapter 403, Part IV, Florida Statutes.

WHEREAS, the Town Commission has determined that it is in the best interests of the health, safety and general welfare of the Town and its citizens to enter into an Interlocal Agreement with the Authority for Municipal Recycling and Grant Management.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:

SECTION 1.

The whereas clauses are hereby incorporated as true and correct as the findings of fact and conclusions of law of the Town Commission.

SECTION 2.

That Mayor is hereby authorized and directed to execute the Grant Award Agreement and the Interlocal Agreement with the Authority.

SECTION 3.

This Resolution shall take effect immediately upon its adoption.

The foregoing RESOLUTION was offered by Commissioner _____, who moved its approval. The motion was seconded by Commissioner _____, and being put to a vote, the result was as follows:

AYE

NAY

MAYOR PAUL CASTRO
VICE MAYOR CHUCK BALIUS
COMMISSIONER PAUL GARRETSON
COMMISSIONER JEANINE LONGTIN
COMMISSIONER BILL OTTERSON

The Mayor thereupon declared Resolution No. 35-12-03 duly passed and adopted this 17th day of December, 2003.

TOWN OF LAKE PARK, FLORIDA

BY: _____
Mayor Paul Castro

ATTEST:

Approved as to form and legal sufficiency

Carol Simpkins
Town Clerk

Thomas J. Baird, Town Attorney

(Town Seal)

INTERLOCAL AGREEMENT FOR MUNICIPAL RECYCLING

THIS AGREEMENT, made and entered into this _____ day of _____, 2003 by and between the **SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**, a dependent special district created pursuant to Chapter 75-473, Laws of Florida, as amended, hereinafter called "Authority", and the **TOWN OF LAKE PARK**, a municipal corporation, chartered and organized in accordance with the laws of the State of Florida, hereinafter called "Town", to enter into an Interlocal Agreement for Municipal Recycling and Grant Management in accordance with Chapter 403, Part IV, Florida Statutes.

WITNESSETH:

WHEREAS, the Authority has been empowered by law to carry out the powers, obligations and requirements in Palm Beach County, Florida, prescribed to a "county" pursuant to the provisions of Chapter 403, Part IV, Florida Statutes; and

WHEREAS, Chapter 403, Part IV, Florida Statutes encourages counties to enter into Interlocal Agreements with municipalities to establish recycling programs and carry out recycling activities; and

WHEREAS, the Town desires to work in cooperation with the Authority to continue a municipal recycling program toward achievement and maintenance of the State recycling goal and the requirements of Chapter 403, Part IV, Florida Statutes.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of the Town and the Authority, it is agreed as follows:

1. Town agrees to collect or to enter into a contract for the collection of Recyclable Materials as defined in Section 7.
2. Town agrees to cooperate with the Authority to provide all necessary and required information to the Authority so that the Town and the Authority can determine if the Town's recycling program is meeting the requirements of the Authority's countywide recycling program and other applicable state and local laws.
3. Recyclable Collection Service
 - A. Residential Curbside and Containerized Service

This provision applies to residential units receiving curbside or containerized solid waste collection service. Municipal or contract crews shall collect all Recyclable Materials (defined in Section 7) from designated residential units within the Town. Authority provided promotional materials may be distributed, informing the residents as to when and how the Recyclable Materials will be collected. No residents will be deleted from collection because of infrequent participation, unless it is determined by the Town and the Authority that the recycling collection is not feasible in a particular solid waste collection service

area. Before deleting any residents from participation, the Town will notify the Authority why it believes such residents should be deleted and give the Authority a reasonable time (at least (60) sixty days) to evaluate the circumstances and make a recommendation to the Town.

B. Commercial Service

This provision applies to commercial establishments located within the Town's limits. Municipal or contract crews shall collect Recyclable Materials (defined in Section 7) from designated commercial units within the Town. The Authority is available to provide informational/educational material and conduct waste audits when requested by the Town. No business will be prevented from participating unless it is determined by the Town and the Authority that the recycling collection is not feasible in a particular solid waste collection area. Before deleting any commercial establishments from participation, the Town will notify the Authority why it believes such commercial establishments should be deleted and give the Authority a reasonable time (at least (60) sixty days) to evaluate the circumstances and make a recommendation to the Town. The Town is expected to develop a plan which provides direct recycling collection services to the majority of the businesses within the Town's limits, and will endeavor to include all commercial businesses. The Authority is available to assist in developing the plan or programs to achieve this goal, or to provide direct collection services on a cost basis when requested by the Town.

4 Collection Schedule

The collection schedule shall have a minimum frequency of once per week for each Residential and Commercial Unit and shall be made on a day as determined by the Town or Collector.

5 Point of Collection

Collection shall be at curbside or within the public right-of-way adjacent to the paved roadway, or adjacent to/in the same location as designated for garbage/refuse collection

6 Data Collection

The Town or its collector shall provide the Authority the following data each month for each route and collection crew:

- A. Total number of households or businesses on each route.
- B. Number of households setting out any or all materials for the month.
- C. Total weight of residential materials and total weight of commercial material collected for the month.
- D. Residential and Commercial Material disposition, including date, type, and quantity of material discharged at each Authority designated facility.

E. Collection hours.

This data shall be submitted in a monthly report to the Authority's Recycling Department by the 15th day of the month following the end of each month. Data sheets shall be available from the Authority on request. All data and program information shall be retained for the period of the Agreement. The Authority has the right to request any additional collection or contract-related information from the Town as may be required for the program. The Town has the right to request quarterly progress reports from the countywide program.

7 Collection of Source-Separated Recyclable Material

A. Residential

Individual residents/homeowners shall be encouraged by the Town to separate their solid waste into recyclables and nonrecyclables. Each residential unit or combination of units will receive the appropriate type and number of reusable containers, in accordance with the countywide recycling program, into which Recyclable Materials will be deposited.

Commingled Recyclable Materials shall mean: aluminum cans, foil and pans; aseptic containers; gable-topped containers; glass bottles and jars (green, brown and clear); and plastic containers # 1 - #7 (except Styrofoam). Commingled recyclables will be deposited into one of the appropriately designated reusable containers. Fiber Recyclable Materials shall mean: newspapers (including inserts); magazines and catalogs; phone books; corrugated cardboard; and kraft bags. Fiber Recyclable Materials shall be placed loose in the other appropriately designated reusable container. Corrugated cardboard shall be cut to an acceptable size and flattened, and for curbside residents, shall be set beside or in the same reusable container as the Fiber Recyclable Material. Residents receiving containerized service may receive a separate container to be used for the collection of Corrugated cardboard. The Authority retains the right to modify the manner in which materials are set out for collection with proper notice to the Town. Notice for a substantial change in collection method shall be no less than one year.

B. Commercial

Individual businesses shall be encouraged by the Town to separate their solid waste into two categories, recyclable and non-recyclable. Businesses contracting for services will arrange with service provider to receive one or more containers into which recyclable material may be deposited. Acceptable materials for commercial recycling shall include Commingled Recyclable Materials, Corrugated Cardboard, Sorted White Ledger, Mixed Paper and Sorted Office Paper and any other materials agreed to in writing by the Town and the Authority. Commercial recyclable materials shall be sorted by the business by type and placed in separate containers. Corrugated Cardboard, Sorted White Ledger, Mixed Paper and Sorted Office Paper are more specifically defined as follows and shall be prepared for collection in accordance with the collection standards below.

- (1) Sorted White Ledger - white ledger or computer printout paper. Dry and free of contaminants.
- (2) Sorted Office Paper - office paper including letterhead, computer paper, legal paper, loose-leaf paper, copy and typing paper.
- (3) Corrugated Cardboard - containers having liners of either test liner, jute, or kraft.
- (4) Mixed Paper - a mixture of various types and grades of paper including but not limited to: all office paper, colored paper, corrugated cardboard, envelopes (excluding envelopes with cellophane windows), junk mail, kraft bags, magazines, and catalogs. Mixed Paper does not include tissue or towel type paper.

8 Commercial Recycling Revenue Share

As a further incentive for the Town to actively pursue commercial recycling, the Authority and the Town may enter into a separate agreement to provide for payment to the Town for all acceptable loads of agreed upon commercial Recyclable Materials. Types of commercial Recyclable Materials eligible for payment shall be determined by the Authority.

9 Transportation and Equipment

The Town shall be responsible for having collected Recyclable Materials transported to an Authority designated facility, including, but not limited to, the Authority's Residential Materials Recycling Facility (RMRF), the Authority's Commercial Materials Recycling Facility (CMRF), one of five transfer stations, a Private Commercial Materials Recycling Facility (PCMRF) or any other sites designated by the Authority for recycling. The Authority or its contractor shall receive, process, dispose and/or recover all Recyclable Materials delivered by or on behalf of the Town, at no charge to the Town, except for unacceptable loads as described below. Collection equipment must be of a type to provide for rear, side or front unloading and may be compartmentalized or in separate vehicles.

10 Improperly Prepared Recyclable Materials

When a collector's crew encounters improperly prepared materials or nonrecyclable items, they must follow this procedure:

- A. The collector shall pickup all Recyclable Materials except those contaminated by putrescible waste or those which cannot be safely retrieved from the reusable containers. Improperly sorted materials or contaminated materials will be left in the reusable containers or temporarily removed and returned to the reusable containers. The collector shall leave an Authority and/or Town approved form on the material or in the container. The form will notify the resident or business that

material has not been properly sorted, and will provide information on how to contact the Town or Authority recycling coordinator for further information. Upon request of the Town, the Authority will provide rejection procedure training for the route drivers. The Authority and the Town will consult and evaluate the extent of the need for such training, which shall be provided by the Authority.

As a means of strengthening the Town's ability to have the collector fulfill the Town's recycling needs, the Town may consult with the Authority when preparing the Town's future request for collection franchise bids.

- B. It shall be the responsibility of the Town or collector to contact residents or businesses who repeatedly place improperly sorted materials in their designated container and inform and encourage them to properly sort materials. If the problem persists, the Town shall notify the Authority, who shall then assist the Town in resolving the Problem.

11 Compliance with Zoning Ordinances

Any transfer and/or storage of the Recyclable Materials shall be undertaken in a location suitable and adequate for such activity and shall comply with all local zoning ordinances and any other applicable local and state statutes, ordinances and regulations.

The Town further agrees to use its best efforts to amend or modify its appropriate zoning, building, or land development code to require new multi-family or commercial developments to provide adequate space for recycling containers.

12 Unacceptable Materials

Criteria has been established for acceptance of loads deemed suitable for processing at the Authority designated facilities. If the load contains in excess of 3.5% non-recyclable materials by weight, or if there is more than 3.5% paper products within the other Commingled Recyclable Material or visa versa, the receiving facility will either reject the load for recycling or process the load, segregating contaminants. It will be the responsibility of the Town to dispose of any rejected loads in a suitable manner and/or pay the Authority for processing and/or disposal of contaminants in excess of 3.5%. If the problem persists, future loads will be inspected before dumping and, if unacceptable, will be rejected. If this occurs too frequently (e.g. more than two times in a month), the Authority may elect to monitor the route for proper sorting and tagging procedures, and/or make recommendations to the Town.

13 Promotion and Education Responsibilities

The Authority and the Town shall participate in promotion and educational efforts as outlined below:

- A. The Town shall be responsible to at least once a year advertise or distribute notices of service to each targeted business and/or household, and for the

development, printing and supplying of promotional and educational materials as needed.

- B. The Town or Collector shall distribute notices of improperly prepared materials, of collection schedule changes, of unacceptable materials or any other pertinent information to residents and businesses as required.
- C. The Town or Collector shall require employees to deal courteously with customers on the telephone and on the route to promote the collection service and explain proper material preparation.
- D. Throughout the term of this Agreement, the Authority shall be available to participate in promoting the collection service at area fairs, neighborhood association programs, or other community events, and the Authority shall be available to give advice to the Town on promotional and educational materials' content and presentation, at no cost to the Town.

14 Delivery of Collected Material

The Town agrees that it shall require that all Recyclable Materials separated from the normal waste stream that are collected by or on behalf of the Town shall be delivered to Authority designated facilities. The Authority may, from time to time, undesignate a facility. The Town will take such action as is necessary to ensure against and prevent scavenging and unauthorized removal of such recyclables within the jurisdiction of the Town.

15 Changes in the Law

Should the State of Florida or the Authority determine any of the items described in Section 8 to be non-recyclable or designates new Recyclable Materials during the term of this Agreement, the Authority and the Town will negotiate a method for modifying or terminating this Agreement, as appropriate.

16 Term

This Agreement shall begin the date herein above and continue through and including September 30, 2008. Notwithstanding termination, any rights or duties imposed by law shall remain in effect. This Agreement may be terminated by the mutual written consent of both parties.

17. This Agreement may be modified only by the mutual written consent of both parties.

18. In the event of any changes in law that abrogates or modifies any provisions or applications of this Agreement, the parties hereto agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement.

- 19 All formal notices affecting the provisions of this Agreement shall be delivered in person or be sent by registered or certified mail or by facsimile to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual:

For the Authority:

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412
Attention: Executive Director
Facsimile Number 561-683-4067

For the Town:

Town of Lake Park
533 Park Avenue
Lake Park, FL 33403
Attention: Mayor
Facsimile Number: 561- 881-3314

- 20 Designation of Recycling Coordinator

The Town and the Authority shall each designate an individual in its regular employ to be the recycling coordinator. Such individual will be the contact person for the Authority or the Town to contact each other and for residents participating in the program to contact. Such individual will also be available to participate in/or coordinate jointly sponsored educational, promotional, and related presentations.

- 21 If any clause, section or provision of this Agreement shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this Agreement, and the remaining portion of this Agreement shall be in full force and effect and be valid as if such portions thereof had not been incorporated herein.

(The remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the day and year first above written:

WITNESSES:

**SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY**

John Booth
Executive Director

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

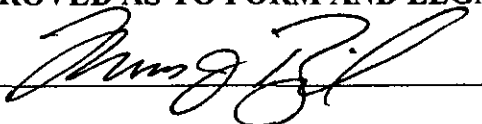
By: _____
Maureen Cullen, Solid Waste Authority

WITNESSES:

MUNICIPALITY:
Town of Lake Park

By: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____